**BANGALORE METROPOLITIAN TRANSPORT CORPORATION**
**CIVIL ENGINEERING DEPARTMENT**

**No.BMTC/CO/CE/EE/1439/2023-24**
**Dated:-06.01.2024**

**E –PROCUREMENT SHORT TERM TENDER NOTIFICATION No. 25/ 2023-24**

**Item rate** tenders are invited in two cover system for the work mentioned below as per Karnataka Transparency in Public procurement ordinance of 2000, and Act 2000 from the Class-I **Contractors/Firms** registered in Department of KPWD, Government of Karnataka as mentioned below. In E-procurement the contractors/firms will have to upload all informations, documents and rates etc in website only. i.e. **kppp.karnataka.gov.in** No documents will be accepted in person manually.

The intending contractors can obtain the Tender details through website **kppp.karnataka.gov.in** and **upload** the duly completed tenders / relevant documents within the stipulated date and time mentioned in website only.
The Tender shall be submitted through e-Procurement Portal (kppp.karnataka.gov.in) only. The tender document can be viewed free of cost on e-Procurement Portal.

**Note:-**The Tenderers/Bidder have to confirm themselves for up-loading of all the Tender Documents.

**Calendar of Events:**

1. Last Date & Time for Tender Queries/ Clarifications : 18.01.2024 @ 17:00 Hours
2. Date of Pre-bid meeting : 19.01.2024 @ 15:30 Hours
3. Last Date & Time for receipt of tenders : 22.01.2024 @ 17:00 Hours
4. Date & Time for Opening of Technical Bid : 24.01.2024 @ 11:00 Hours

| Sl. No | Name of work | Amount put to tender (Rs.in lakhs) | Earnest money deposit In Rs. | Time limit (Excluding monsoon period) |
|---|---|---|---|---|
| 1 | Construction of administrative building and repair bays at Depot-06, Indiranagar, Bangalore. (Call-2) | 381.00 | 5,72,000 /- | 06 Months |

The Tenderers shall pay the tender processing fee and Earnest Money deposit (EMD) through any of the e-payment modes on the portal.

**TWO COVER SYSTEM**

The tender shall follow Two Cover System with cover-I (Technical Bid) and cover-2 (Financial Bid).

**The Cover-I shall contain the information regarding**

1. Registration Certificate.
2. Experience and past performance in execution of similar contracts

3. Annual Turnover Certificate.
4. Line of Credit from Banks
5. Tender Capacity

**The Cover-II shall contain the quoted prices for the tender**

1. Financial bid of only those contractors/Firms who are successful in the technical bid will only be opened.
2. The EMD of disqualified Contractor/Firms in Technical Bid will be returned separately.

Note: If the quoted price/cost bid of the Bidder/Contractor is lesser than the amount put to tender/Bid, the Successful Bidder has to furnish a Bank DD/Guarantee issued by a Nationalized Bank/schedule Bank of RBI (excluding Co-operative Banks) for the difference amount. (Difference amount = Amount put to tender – Quoted Amount).

## ELIGIBILITY CRITERIA:-

**(The supporting documents to be uploaded along with technical bid)**

| Sl.No | Requirements | Documents to be up-loaded |
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| 1 | Should be valid registered Class-I Contractors/Firms registered in KPWD / MES / CPWD. | Registration Certificate. |
| 2 | Work-done Certificate for having satisfactorily completed as a prime contractor at **least one similar nature of work i.e., building work of not less than 50% of amount put to tender i.e., Rs. 190.50 Lakhs** in last previous five years in any of the Government / Public Sector Undertaking i.e (2018-19, 2019-20, 2020-21, 2021-22 & 2022-23) | Certificate of work completion issued by an Officer not below the rank of Executive Engineer, in Govt., / Public Sectors under takings |
| 3 | Executed in any one financial year during the last five years (i.e., 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23) the following minimum quantities of work in any of the Government / Public Sector Undertaking.<br>i) RCC:- 598.00 Cum<br>ii) TMT Steel :- 76.00 MT<br>iii) Solid Block Masonry :- 1685.00 Sqm or BBM:-388.00 Cum<br>iv) Granite / Ceramic / Vitrified tiles flooring:- 1707.00 Sqm | Certificate of work completion issued by an Officer not below the rank of Executive Engineer, in Govt., / Public Sectors under takings |
| 4 | Should have achieved in at **least two financial years** a minimum annual financial turnover (in all classes of Civil works only) of not less than two times the amount put to tender out of during the last five financial years (2018-19, 2019-20, 2020-21, 2021-22 & 2022-23). ie, **Rs. 762.00 Lakhs** | Up load a copy of audited profit/loss statement duly certified by chartered accountant only. |
| 5 | Liquid assets and availability of credit facilities of not less than 30% of the equivalent of the amount put to tender. ie, **Rs. 114.30 Lakhs** | Up load a copy of Credit Lines / Letters of Credit / Certificates from any Nationalised / Scheduled Banks (Name of the particular work should |

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| | | be indicated in the line of credit) as per the prescribed format |
| 6 | Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:<br><br>Assessed available tender capacity **= (A*N*1.5 - B)** Where<br><br>A = Maximum value of civil engineering works executed in any one year during the last five years (updated to 2022-23 price level) taking into account the completed as well as works in progress.<br><br>N = Number of years prescribed for completion of the works for which tenders are invited.<br><br>B = Value, at 2023-24 price level, of existing commitments and on-going works to be completed during the next six months (period of completion of the works for which Tenders are invited) | The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be uploaded as per the prescribed format. |

## TERMS AND CONDITIONS

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| **1.** | The rate shall be quoted in both words and figures clearly. |
| **2.** | The quoted rates shall be inclusive of Income Tax Surcharge, Cess, etc, any other statutory taxes that may come into force at the time of payment of work bill and quote accordingly. “GST “shall be paid separately” |
| **3** | The quoted rates shall be inclusive of cost of materials, all lead and lift, and transportation up to work spot. |
| **4** | If the quoted price/cost bid of the Bidder/Contractor is lesser than the amount put to tender/Bid, the Successful Bidder has to furnish a Bank DD/Guarantee issued by a Nationalized Bank/schedule Bank of RBI (excluding Co-operative Banks) for the difference amount. (Difference amount = Amount put to tender – Quoted Amount). |
| **5** | The firm/Contractor should abide by all terms and conditions mentioned in the contract framework of KW Schedule of contract agreement and amendments there off. |
| **6** | The firm/Contractor should submit the quality test reports through reputed NABL certified labs /Govt technical colleges for the building materials / Asphalt work used at his own cost and submit to the Engineer-in-charge of work. |
| **7** | The firm/Contractor should make their own temporary arrangement for water supply, electricity, sanitary during the execution of work. If the contractor intends to use Dept, water, 1% of cost of items consuming water shall be recovered in the bills. |
| **8** | The fir Firm / Contractor should make all safety measures and safety practices as per safety manual. |
| **9** | The firm/Contractor should make all necessary barricading works for the execution of work at his own quoted cost. |
| **10** | The firm/Contractor should not store any explosives at site. |
| **11** | If the firm/Contractor delays the project, penalties will be levied as per KW Standard Document |
| **12** | The firm/Contractor should adhere to the rules and regulations of the Labour Department and should have been registered with Labour Department as applicable and also amendments by the Govt there off. |
| **13** | The firm/Contractor should provide minimum infrastructure facilities for their staff & workers (i.e, Drinking water facility, housing facility, Sanitary and First Aid Medical facility etc.,) at the project site. |
| **14** | Joint venture participation in the tender will not be accepted |

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| **15** | The Contractor has to achieve minimum progress for each month. |
| **16** | The selected firm/Contractor should submit the PERT CHART/ MILE STONE to show execution plan of work. |
| **17** | The firm/Contractor has to use ready mix concrete for all the concrete works, as specified by BMTC |
| **18** | The firm/Contractor will have to deploy the technical staff having minimum 5 years experience for the execution of work. |
| **19** | The tenderer shall submit a list of litigations pending as on 31.03.2023, during last 5 Years. (01.04.18 to 31.03.2023) with all relevant details i.e., Name of litigant party, nature of Litigation, facts of litigation, name of court and final outcome of the litigation if any. Any false information will be viewed seriously and may even lead to termination of the contract. |
| **20.** | In case, if the firms registered under the Indian Partnership Act and companies registered under Companies Act, the person signing the tender shall state the authorization authority under which he is Signing/acting on behalf of partnership firm /company and enclose the certified copy of the Partnership deed/Memorandum of Articles of Association issued by the Authorities. |
| **21.** | The tenderer shall study specifications, detailed drawings carefully and visit the work spot, Quarries, before quoting his tender rates. Any requests or claims for Escalation of rates in Quoted tender rates for any reasons will not be entertained. Quoted rates are binding on Contractor. |
| **22** | The firm/Contractor has to establish a site office in the BMTC site premises at his own cost. . |
| **23.** | Conditional tenders will be rejected. |
| **24.** | The Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action. |
| **25.** | The tenderer shall procure and use only materials confirming to BIS specification such as Steel, Cement, and water supply materials for the work. Any one of the following brand cement Shall be used: ACC, Coramandal, Birla Super and Rajashree or equivalent confirming to BIS specification. Any of the following steel shall be used: S.A.I.L. TATA Steel or equivalent conforming to BIS specification. |
| **26** | The estimate rates are derived from the Common SR. The rates quoted shall be inclusive of cost of all materials, labour charges all lead & lift, transportation and finishes. Any escalation in quoted rates for any reasons will not be entertained. |
| **27.** | Any information regarding work, plan and estimate may be obtained from the office of the Executive Engineer during office hours on working days. |
| **28.** | Mobilization advance payment will not be made. |
| **29.** | All the recoveries will be made in each bill as per prevailing Government rules and the regulations and any modifications thereof. |
| **30.** | Price variation clause stands deleted in KW standard Tendered document & any escalation in quoted rates will not be allowed for any reason and other stipulated terms and conditions prescribed in transparency Act 1999,2000,2001,2002 & 2004 and KW standard document, schedule of contract form shall be applicable. |
| **31.** | The contractor shall cast 3 sets of 3nos each of test sample of concrete cubes on each day of laying of concrete. These cubes shall be tested for 3 days, 7 days and 28 days compressive strength of concrete at his own cost he shall submit the test reports to the Engineer-in charge of work. |
| **32.** | The Tenderer /Firm shall make all arrangements to ensure safety for its employees/ laborers and to public causing any untoward incidents that may occur while execution which may cause injuries /fatal accidents. The tenderer /firm is solely responsible for these incidents. BMTC is not responsible for this. |
| **33.** | The BMTC is not responsible for any technical defects committed by the firms/contractor while downloading & uploading the tender documents. |
| **34.** | Dispute resolution shall be only through courts and not through process of Arbitration The jurisdiction of courts will be at Bangalore only. |
| **35.** | Quoting lowest rates shall not confer legitimate right for award of contract to the tenderer/firm. The decision of the Competent Authority in this regard is final and binding on all the quoted firms / contractors. |

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| **36** | All subsequent notifications, changes and amendments with regard to the bidding process will be posted on the aforesaid websites. |
| **37** | The Contractor/Firm should not engage the child labour on the work site. |
| **38** | Line of credit as per the format in the KW standard documents. |
| **39** | The terms and conditions prescribed in KW Standard Documents shall be applicable. |
| **40** | Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms ie,(Bankers Cheque / Bank Guarantee / Pay Order ) for an amount equivalent to 5 % of the Contract price. |
| **41** | Tenders shall remain valid for a period not less than 180 days |
| **42** | Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:<br>- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and /or<br>- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and /or<br>- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification. |
| **43** | Any modification of the tender documents which may become necessary as a result of queries will be made by the Employer exclusively through the issue of an Addendum pursuant to tender Clause. |
| **44** | Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda. |
| **45** | Any addendum thus issued shall be part of the tender documents and shall be communicated through e portal only |
| **46** | The earnest money deposit may be forfeited:<br>(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;<br>(b) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to sign the Agreement. |
| **47** | The GOK requires that the Tenderers / Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK :<br>(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;<br>(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract. |
| **48** | In the event of the specified date of opening being declared a holiday for the Employer, the tenders will be opened at the appointed time and location on the next working day. |
| **49** | The contractor / Firm awarded with the work shall undertake all necessary precautionary measures and make all necessary arrangements to ensure safety for its employees / laborers and to public. The contractor / Firm awarded with the work is solely responsible for Any untoward incidents that might occur during work execution that may cause injuries / fatal accidents. The contractor / Firm awarded with the work is solely responsible for any such incidents. BMTC, the prime employer will not be responsible for any untoward and accidental incidents. |
| **50** | If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract. |

**Sd/-**

# Executive Engineer